

1882-009 Chancery Causes: J. K. P. Barron & vs. Adm of A. J. Collier &
Lee Co.

Williams, Dale, Shoemaker, Hamblen, Gilley, Hyatt, Sheppard,
Shupe, Scott, Jones, Bailey

CA-Estate Dispute
T-Property

To the Hon^{ble} A Kelly Judge of the
Circuit Court of Lee County,

Humbly complaining sheweth unto
your honor your orator & oratrices
A.C. Williams & Mary J Williams
his wife, David L. Collier Samuel
A Collier J.K.P. Barron, Henry P.
Dale, J.V. Shoemaker and W.P. Shoemaker
her husband, George H. Dale, Wm B.
Dale & Isaac H Dale, the last two
of whom are infants and sue by
A.C. Williams their next friend
that heretofore to wit: on the day
of 18 Aaron J Collier departed
this life, ^{in testate} the owner of valuable real
and personal property, leaving
a widow Sarah Collier and the
following children & grandchil-
dren theirs viz: Malinda Collier
who intermarried with one George
W Shupe, who is now dead, George⁽²⁾
L Collier, Mary J Collier, who⁽³⁾
intermarried with your orator
Albert L Williams, Lucinda⁽⁴⁾

Collier who married John H. Dale
 both of whom are now dead
 leaving the following children
 and heirs viz: Henry P. Dale, J. V.
 Dale who married W. P. Shoemaker
 George H. Dale, Wm B. Dale and
 Isaac H. Dale, the last two of whom
 are infants, John⁽⁵⁾ B. Collier, Francis⁽⁶⁾
 M. Collier who is dead leaving
 two children theirs viz: Your orators
 David L. Collier and Samuel
 A. Collier, Thomas⁽⁷⁾ B. Collier,
 Isaac H. Collier⁽⁸⁾, Hannah⁽⁹⁾ Collier
 who married Enoch R. Hyatt, Eliza-
 beth Collier⁽¹⁰⁾ who married Jno B. Sheppard,
 James⁽¹¹⁾ H. Collier, Wm J. Collier⁽¹²⁾
 America⁽¹³⁾ Collier (who is an idiot)
 Frances⁽¹⁴⁾ Collier & Ardelia⁽¹⁵⁾ Collier
 the last three of whom are infants

Your orator & oratrices further
 represent that Administration upon
 said estate was committed to Cha^s
 L. Hamblen Sheriff of Lee County who
 by virtue of his office became the

administrator of the said estate,
 Your orators & oratrices further shew
 unto your honor that W^m N. & Barron
 has become the owner by purchase
 of the entire interest of the following
 heirs, in the personal estate of
 A. J. Collier Dec^d viz; George L. Collier
 John B. Collier, W^m J. Collier, Thomas
 B. Collier, Isaac N. Collier and Hannah
 Hyatt. That John B. Gilley & James
 H. Collier are the owners by purchase
 of the interest of Sarah Collier
 the widow, and Malinda Shupe,
 and that the said John Gilley and
 James H. Collier are the guardians
 of America Collier Frances Collier
 & Ardulia Collier, Your orators
 & oratrices further represent that
 J. K. Barnes is the owner by purchase
 of the interest of John B. Sheppard & wife
 in said estate, Your orators &
 oratrices further represent that the
 principal part of the personal assets
 of said estate consisted of a large

debt due from James H. Jones
 Jones, upon which a judgment
 was obtained many years ago
 and a lien was thereby secured
 upon a large and valuable real
 Estate situated in Lee County, ample
 and sufficient to fully secure
 the payment of the debt. Upon
 this judgment an execution was
 issued and levied upon the
^{and a forthcoming bond executed}
 personal property of said Jones,
 thereby doubly securing the debt,
 when the said debt was in this
 condition the said J. H. Jones &
 C. L. Hamblen agreed as aforesaid
 made an arrangement by which
 the said Jones executed his
 three notes payable in one two
 and three years from date with
 interest at ten percent, to the
 distributees of said estate
 and further executed a deed
 of trust on a tract of land to
 secure the payment thereof, upon

the execution of the said deed of trust the said Hamblett Adm^r, executed a receipt to the said Jones in full against the said judgment, This was in Feby^r 1877, years after the judgment had been obtained and when in the meantime there had been a number of judgments rendered against said Jones creating liens to the amount of thousands of dollars prior to the deed of trust. Your orators & oratrices represent that the parties defendant to this bill as they are informed agreed to accept the said notes and the deed of trust from Hamblett Adm^r, in full settlement of their respective shares as distributees & the representatives of distributees in said estate and executed receipts to him but your orators & oratrices

never accepted the said notes and deed of trust in any way and did not recognize the transaction as binding upon them in any way, They represent that the action of the Admr in taking the deed of trust & releasing the lien of the judgment was highly detrimental to the said estate and inconsiderate & careless, Your orators and oratrices represent that by taking the notes bearing ten per cent interest the said Humble has suffered a forfeiture of the whole interest as was declared & decreed by the Court in the Chancery Cause of *St C Case Eys vs James F Jones et al* now pending on your honors docket to which reference is here made

Your orators represent that the said Humble Admr has voluntarily placed the whole assets

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of the estate in a condition
where they cannot be realized
for several years if indeed
they are ever realized, when
as your orators & oratrices
allege and aver they could
have been by the use of due
& ordinary diligence and
prudence have long since
fully collected ready for
distribution. Your orators
further allege that the said
Hamblen as Admr has never
made any settlement of
his administration account
showing the shares of the respective
distributees in said estate
and has never paid your
orators & oratrices anything, they
further allege that large sums
of money ought long since
to have been collected by
the said Hamblen Admr &c
and could have been collected

by him for which he is responsible
and ought to be held to account
they allege that a large judgment
against James H. Jones amounting
to the sum of \$

ought long since to have
been collected, a copy of which
judgment is filed as part of
this bill marked "A", and
your orators & oratrices ask your
honor to consider this bill
in connection with the case
of Goss's Exrs vs Jones to
which reference has already
been made.

Your orators
& oratrices are advised that the
said Chas. L. Hamblen Admin of
A. J. Collier Dec^d should be
required to make settlement
of his accounts as such &
pay over to the distributees
such of said estate as he
has or could have by the
use of due diligence collected

Your orators and oratrices therefore pray that, Chas L Hamblen late Sheriff Lee County and as such Administrator of the Estate of J Collier, Wm N G Barron John Gilley & James H Collier Guardians of Frances, America & Adelia Collier, John Gilley & James H Collier in their own right, Frances, America & Adelia Collier, The last three of whom are infants, be made parties defendant hereto and answer upon oath. That a guardian ad litem be appointed for the infants, That your honor by proper orders and decrees direct one of the commissioners of the Court to take state & settle the administration account of Chas L Hamblen Admin of J Collier dec'd in which he shall be charged with all such sums of money as he collected or could by the

use of due diligence have collected, and credited only with proper disbursements and commissions, and that upon a final hearing when the account of said Admr. be fully settled that your honor direct by proper orders & decrees the payment by him to your orators & oratrices their shares respectively as distributees in said Estate, and if in anywise mistaken in this their special prayer they pray for such further & general relief as may be suited to to their case,

May Comr with ant of Spa issue Direct^{ce}

Agnes Morgan
Plff's Atty

Overlts 4.78
 Alto. 18.00
 3 3.80

Dr. ltr 23.28
 7.07
 3.80

2.20
 60 6 .50
 3 .50

\$36.52

J. K. P. Barron et al
 vs Bill

Chas L. Hambleton admr

1881 Feb. Bill filed, Sh. Court
 & Decree nisi.

" Mr. Decree nisi confirmed &
 set for hearing by Pliffs.

" " Decree & Contingent

" " Continued

1882 March Decree final

Chas L. Hambleton

Chas L. Hambleton

To the Honorable John A. Kelly Judge of the Circuit
Court of Lee County Va.

The separate answer of Charles L. Ham-
blett Administrator of A. J. Collier deceased to a bill filed
in this Honorable Court against him and others
by J. K. P. Barons & others.

Respondent saving the benefit of all exceptions
which can or may be had to the complainants
bill upon its final hearing for its many errors
of Law, and mistake of facts for answer thereto
or to so much thereof as he is advised it is material for
him to answer, Answering saye. That it is true that
the said Aaron J. Collier departed this life inter-
late on the day of 18. It is also
true that administration on his personal estate
was granted by the County Court of Lee County on
the 16th day of February, 1874, to your respondent who
was then Sheriff of said County. But this was
not the first administration granted on this
estate because the estate had several years before
to wit on the day of 18 been committed
to W. W. Sage who was then Sheriff of said County
and the said Sage as Administrator proceeded so far in

the discharge of his duty as such Adm'r as to in-
stitute suit against James F. Jones and one
Judgement had been rendered in his favor against
said Jones. Respondent never handled or re-
ceived any of the personal effects belonging to
said decedent, except the debts against the said
James F. Jones and one other debt against one
Ira Cruch, of Wise County, which debt he turned
over to ^{the Guardians of the infants & has this receipt for.} Respondent supposes that Plaintiffs in their
bill have correctly set out the heirs of said de-
cedent to whom said estate descended. It also
supposes that their said bill shows correctly
who are entitled to receive said personally
or the proceeds thereof at this time.

As before stated and as alleged by the Plaintiffs
in their bill the principal part of this personal
estate belonging to said Decedent's estate was
the several debts due from James F. Jones. These
debts were reduced to Judgements, as follows.
1st Judgement, was rendered in favor of W. H. Sipe
then Adm'r on the day of _____ 187. and
amounted to the sum of \$ _____ which
will more fully appear by reference to said

Judgment a copy of which is filed herewith as
part hereof marked (A). The next judgment
was rendered in favor of Respondent as shown
on the day of 1874, and was rendered
on a forthcoming bond, as will more fully
appear by reference to a copy of said judgment
herewith filed as part hereof marked (B). Upon
this judgment an execution issued which was
levied on the personal property of said Jones, which
property was sold on nine months time the said
James F. Jones becoming the purchaser and executing
bond therefor with John L. Hyatt as security, all
of which fully appears by reference to said file
and the return endorsed thereon, a copy of which
is herewith filed as part hereof marked (C).

The next judgment was rendered at the August term
1874, of your Honorable Court but as said judgment
was erroneous and was afterwards to wit on the

day of 1874 corrected reference is
only here made to the corrected judgment ren-
dered on said day of 1874 a copy
of which is filed herewith marked (D). Upon
this last judgment an execution issued return-

able to February Rules 1875. This execution
was also levied on property. The property sold
on 9 months time. The said Jones again becom-
ing the purchaser. for which he executed his note
with John A. S. Hyatt & John M. Scott as securi-
ties. All of which fully appears by refer-
ence to said Execution and the return thereon en-
dorsed a copy of which is filed herewith marked
(E) as part hereof. The next and last judgment
rendered was a judgment on both the 9 months
notes consolidated. which said judgment
was rendered on the day of March 1876. &
was for the sum of \$2258.27. with interest
from Dec 3rd 1874. all of which will more
fully appear by reference to said judgment
a copy of which is herewith filed marked (F)
and prayed to be considered as part hereof.
(But it appears from a calculation of the whole
matter embraced herein by the Hon Henry J
Morgan that this judgment should have been
rendered only for \$2221.89. instead of \$2258.27.
a copy of which calculation is filed herewith as
part hereof marked (G.) Upon this last

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Judgment an execution issued returnable to
November Rules 1876, which was placed in the
hands of J. C. Scott deputy for Thos S. Ely, S. C. and
was by him levied on the following property of J. F.
Jones to wit 800 bu Corn, 15 head fat hogs, 8 head of
cattle 4 Hay Stacks, two horse wagon, 7 head of
horses. All of which fully appears by said execution
a copy of which is filed herewith as part hereof
exhib. (H.). The whole proceedings of your respondent
to collect this debt and the efforts made by him
are thus fully set out to show your Honor not only
the diligence used by him to collect but also to
show the delays, sought and diligened used
by the debtor to prevent its collection. From
which, respondent is advised and alleges it fully
and clearly appears, that up to this time he was
neither negligent inconsiderate or careless. Has
he been since? He shall see.

Your respondent is advised and here alleges
that the sale of the property of the Debtor Jones
levied on under the execution which issued
upon the judgments rendered, on the day
of 18. & on the day of 1874.

and herein before referred to and filed herewith as
Exhibits (B.) & D. was a full satisfaction of said
Judgements, and a destruction of the lien crea-
ted by them. Then that the only Judgement in his
favor remaining which was a subsisting lien at
the time of the Execution of the Trust and of
which the Plaintiffs so loudly complain was the
Judgement rendered at the March term 1876
and filed herewith as Exhibit F. and re-
spondent here alleges that no Judgement was
rendered against said Jones after the render-
ing of said Judgement, and before the execu-
tion of the deed of Trust which was executed
on the 10th day of Feby 1877. except a Judge-
ment in favor of Caroline Duff which was
also rendered at said March term 1876, and
would therefore be of equal dignity with the
Judgement rendered in favor of the respondent.
all of which fully appears by reference to the
report of Commissioner James M. Orr filed
in the case of Gose Executors vs J. F. Jones
still pending your Honors Court to which the
complainants in this bill refer.

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Your Respondent will now here show your
Honor that there were various judgements
against said James F Jones which had
been rendered before respondents judgement
which were then as they still are unpaid, which
said judgements constituted liens upon his
real estate prior to your respondents judgements.
On many or perhaps all of which
executions had been issued placed in the
officers hands for collection, and therefore
liens prior in point of time and therefore superior
to the Execution lien of your respondent
Respondent will now show specifically these
several judgements together with the date of
Executions on each. A 1st judgement in favor
of J W Orr for \$600 & Costs for \$422.84, March
term 1874. Execution issued July 27. 1874, another
Aug 16th 1875 another Decr 21. 1875- and still
another March 9th 1876. & this last was arised
on 1 yoke oxen 1 Gray mare 2 colts 1 yellow
horse & 1 Sorrell horse property of J F Jones.
all of which fully & expressly reference to said judgement
& Executions & the returns endorsed thereon.

Copies of which are filed herewith as part hereof.
Morsel (L). Next is a judgment in favor of
G. B. & G. G. Ross Executors vs J. H. Jones & others
rendered at the Aug Term 1870; on this judge-
ment's executions issued & were placed in the of-
ficer's hands for collection Sept 29, & Decr 21 1870-
March 9th May 10th & Aug 24th 1876, & May 10th 1877.
This judgment was for \$697⁵⁰ all which will fully
appear by copy of said judgment and several
executions with the officers' endorsements made
thereon. Copies of which are filed herewith morsel (L)
and still another in favor of J. W. Orr admr for
vs J. H. Jones & others for \$396 43, upon which
executions issued as follows, To wit June 14th
Aug 3rd Decr 21, 1870- March 9th & Aug 24th
1876, Copies of this judgment & executions are
filed as part hereof Morsel (L). Another judge-
ment in favor of J. R. Smith admr vs said Jones
for about \$600, upon which executions issued
as follows, To wit Decr 10 1870- Mch 9th 1876
April 6 1877, Copies of which are filed herewith
morsel (L) and still another in
favor of A. H. Fullerton Trustee vs said

James F Jones rendered on the day of
1872. for \$288.41. upon which the following exe-
cutions issued and were placed in the hands
of the Sheriff and his deputies for collection
to wit viz for 28th 1872. Decr 14th 1874 March
2 1875. all of which fully appear by reference
to said Judgements and executions copies of
which together with the officers returns thereon
are herewith filed herewith (N) By an inspec-
tion of these Judgements your Honor will perceive
that there were Judgements with executions issued
thereon, and in the hands of the officers for
Collection, amounting to from \$2000 to \$3000-
which constituted prior liens upon the per-
sonal property of the said James F Jones
in fact these prior executions were levied
on all the personal property upon which
your Respondents execution was levied unless
it was the 800 bushels of corn long before Res-
pondents execution was awarded These facts
were well known to your Respondent. It
was likewise well known to him that these
executions would by their prior execution

Lien step in and hold all the property on which his execution was levied or that they would as soon as the property was sold take and hold the money. Then what was respondent to do? He had pursued the debtor with all the diligence known to the law, and had still failed to collect the money. A Bill in Chancery was the next step and this respondent was loth to take on account of the delay with which it would be attended. He knew from the history of other chancery causes then pending against said Jones that the delay was almost interminable before decree and that after decree of sale was obtained that the law would compel a sale in 1, 2, & 3 years. That then perhaps Jones himself would become the purchaser as he did in the Pritchard case against him, and that perhaps another suit at law and still another in Chancery resulting in a second sale would be the result. With these facts staring him in the face respondent consented to take the deed of Trust believing that in that way

would facilitate the collection of said debt,
and certainly that it would not lessen the
security of it. because by an inspection
of said deed of Trust Your Honor will perceive
that the said Jones' wife joins with him in
the deed Trust thus conveying her contingent
right of dower, which would certainly enhance
the price for which the land would sell pro-
vided sale would here to be made. But Respond-
ent did not take the Trust deed of his own motion
and upon his own responsibility, for before
taking it he consulted with James H. Collier
and John Selley who owned the widows share
+ the share of Malinda Shupai and who were guard-
ians for America, Ardelia, Francis, the 3 infants
and with W^m H. Barron who was the owner by
purchase of six shares in said Estate, these parties
not only assented to this arrangement but they were
present and assisted in consummating it, and
they receipted your Respondent for their respec-
tive shares of it, thus releasing him and look-
ing to the security afforded by the Trust deed.
Copies of said receipts are herewith filed.

marked (b) & (c), as part hereof. Thus it is seen that 11 of the fifteen heirs & the widow for them selves & through their representatives and assigns accepted assented to, and assisted in the taking of said Trust deed. Respondent may however in taking it, but if so, the widow representing one third or her assigns, & 11 out of the fifteen heirs made the same error. You Respondent will now show your Honor, that the Plaintiff J. K. P. Barron was present when the deed of Trust was taken he had full knowledge of it, in fact as Respondent now recollects he aided in the consummation of it, and he is a purchaser from Shepherd and wife with full notice of the deed of Trust and provisions of it and arrangements under it. He purchased long after it was executed and cannot and ought not to complain, he knows what he was purchasing, how it was secured and if injured did it all himself with full knowledge of all the facts. Respondent will further show your Honor that a short time after said deed of Trust was executed he informed Plaintiff A. C. Williams

of the facts and that said Williams then approved of it and said he would accept it, and respondent has since paid him towards his share about \$50. his receipt for which or the account of said payment will in a few days be filed here with as part here of Mordred P. Respondent admits that the deed of Trust secures notes at 10 per cent interest, but this was no fault though perhaps an error of his. It was a proposition of the Doctor Jones in order as he said to secure to the beneficiaries a rate of interest equal to that at which they could loan their money. Respondent never for one moment supposed that said Jones would attempt to take advantage unfairly of his own proposition. But is any injustice done the plaintiffs in this suit? At the date of said deed of Trust the judgment against said Jones amounted to, nearly \$2600. The Trust deed was only taken to secure \$2098. for which sum alone respondent accepted reciting in receipt that it was to constitute a credit on the judgment and not in full discharge thereof as alleged by Plaintiffs in their bill. All of which will

more fully and at large appears by reference to
said receipt a copy of which is filed herewith as
part hereof marked (9) Respondent will now
show your Honor that he has made a partial
settlement of his account as Surv. of said estate
before the Hon. Ben Bailey then assistant commis-
sioner of accounts by which it is shown that on
the 23rd day of February 1878 the date of said settle-
ment there was still in respondent's hands of said
Judgments unaccounted for the sum of \$573.58
of which sum \$201.43 was principal and the
balance interest. Of this sum \$466.22 is secured
in the Deed of Trust. It is thus shown that respond-
ent had paid out at the date of said settlement
including his own commissions something
over \$400. which was all his own money as the
the balance of said execution not included in Trust deed
was at that date something over \$450 and yet the Plaintiffs
charge respondent with unnecessary delay &c. Respond-
ent claims that if chargeable at all for loss of interest by
reason of the abatement allowed to Jones, that he can
only be charged with interest on 201.43 balance of
principal money in his hands 23rd of February 1878.
Respondent will now here show your Honor that

each and every one of the plaintiffs in this bill
have accepted the deed of Trust of which they are
now complaining together with all its terms pro-
visions delays, &c. for each of them filed exceptions
to report of Commissioners Burn and Prid-
more filed in the case of Goar & executor vs J. A.
Jones thus making themselves parties to that suit
suit under said Trust deed, claiming to be benefi-
ciaries thereof, all of which fully appears by
reference to the exceptions filed in the case of
Goar's executor vs J. A. Jones it also, still pend-
ing in your Honors Court to which plaintiffs
in this case make their bill a stipulation.

How can they, or how can they make themselves
parties to that suit & claim an interest in it
except under the deed of Trust? and how under
the deed of Trust unless they are beneficiaries?
and how can they be beneficiaries unless
they have accepted the security afforded by said
Trust deed? and having accepted they can
they reject it now? or do they want to collect
the debt twice once off of J. A. Jones and again
off your respondent? Respondent is not

read that the interference of the Plaintiffs in
said suit amounts to an acceptance of the
deed of Trust & that having accepted it made
themselves parties to said suit they must
abide their own deliberate action. Thus to show
that they therefore had no right to institute
this suit and that having instituted it, it
must be dismissed at their cost.

Respondent will further show your Honor
that after Crediting said Execution upon which
the levy was endorsed by J. B. Smith D.C. with the
\$2098⁰⁰ secured by the Trust deed that it has
been impossible up to this time to collect the
Balance although an execution has been
kept in the Sheriff's hands all set contin-
uously ever since. This shows how utterly un-
availing an execution would have been to col-
lect the full sum of said Judgment. The
Securities were good but but they have
not had as Respondent is informed, any
or very little property liable to execution.
Respondent will further show your Honor
that although said Judgment as shown by

Judge Morgan amounts to \$2221. That this sum is not all the property of said Estate and includes costs of Court Commissioner of Sheriff, &c. + that part of the

Respondent has as before stated made a partial Settlement of his account before a Commissioner but as that settlement does not show exactly what sum each heir is entitled to, Respondent has made a statement of his account on the same principle adopted by said Commissioner which files herewith showing what each heir was entitled to on the 10th day of April 1878 the date of the Trust deed and he files said paper herewith as part hereof. Mordred (R.) said Paper brings down the account of each heir Assignee to the 23rd day of February 1881 and shows the sum each is entitled to receive on that day, and makes the total indebtedness of Respondent as of that day to the distributees of said Estate the sum of \$436.55. Respondent in this statement of his account has credited himself with 10 per cent for commission, this is the sum fixed by the Com-

and is certainly small compensation for the
labor and time respondent has bestowed on
this estate. By an inspection of this statement
of respondent's account the Plaintiffs will see
that they lose nothing by the forfeiture of inter-
est under the 10 percent clause of the deed of Trust.
Your Honor will also observe that respondent
has secured by the deed of Trust \$466.22. to
pay this \$435.58. with. and respondent further
alleges that said sum is secure. That the
lands of James F Jones will sell for a
sum sufficient when they are all sold to pay
every cent of the Trust deed. Respondent here again
alleges that everything he has done has been done by him
in good faith with a view of bettering the estate
and not to injure; with a view to hasten the collec-
tion of the money and not to delay it. Respondent
represents that he did not, as he is advised, lose his place
as a lien creditor, of the said Jones, except as shown
in regard to the Caroline Duff Judgment, but if
mistaken in the position then assumed that said
Judgment rendered on the 9 months sum only,
constituted a lien from its rendition. Thus

it will certainly not be disputed that a sale
of the property on the 3rd day of December 1874
and the execution of the 9 Months bond was
a total discharge & destruction of the lien exist-
ing prior thereto by reason of said judgment and
that any lien in respondents favor must after that
date be created. And respondent will now show
your Honor that the only judgments rendered re-
lating to the property between the 3rd day of Decr 1874 & the
10th day of Feby 1877. was one in favor of Gore
Executor for \$697.25 all of which except about
\$90 has been paid. & another in favor of same
for about \$400 & the Caroline Duff judgment
before referred to. Respondent denies that Pliffs
have done nothing to induce them to accept the terms
of the Trust and but on the other hand he asserts
that their action in filing exceptions to the action of the
Commissioners in the Gore case is a direct nega-
tion and acceptance by them of said Trust deeds.
Respondent here again and for the causes before-
shown, positively denies that any action on his
part has delayed the collection of this debt, he has
used diligence & care, that he has been hindered

and delayed is not his fault, that said heirs
are now compelled to lie out of the use of their
money is more the fault of their ancestor who
created James F Jones than it is the fault of
respondent who has been charged with the collec-
tion of it. Respondent thinks he has fully shown
that no diligence whatever could have been used
that would have had said money ready at this or
any past time for distribution. In fact the money
will now even though involved in J F Jones' business
of delay and hindrance, as persistently planned
in Gore case, be ready for distribution just as soon
as it would have been under any previous respond-
ent could have adopted for its collection.

Re asserting here again that respondent has
done everything which he did so in good faith
and as he thought for the best interest of said
estate & the beneficiaries thereof he prays to
be here dismissed with his costs.

G. T. Duncan for
C. L. Hamlin.

Virginia, Lee County, ss. ss. ss.,

This day C. L. Hamblen personally appeared
before me and made oath that the facts stated
in the foregoing answer so far as they depend on
his own knowledge are true and so far as they
depend upon information derived from others
he believes them to be true. Given under my
hand Feb. 2nd 1881. James W. Orr, Clerk.

C. L. Hamilton Adm.
ads { Answer
J. R. P. Bannett et al.

Filed at February
Rules 1881.

John C. Orr, Clk.

J. K. P. Barron and others Pffs
 vs
 L. Hamblin adm. & al Deft. } In Chancery

This cause came on again to be heard upon the papers formerly read in the cause, and the consent decree entered herein on the 7th of April 1881. Before the questions as to who should pay the costs of the suit, and as to whether or not execution should now be awarded the parties who recovered by the terms of the said decree of the 7th of April 1881, against the defendant Charles L. Hamblen as adm. of A. Gallie deceased, And was argued by counsel, And counsel for Pffs admitting in open court that the sums decreed in favor of A. B. Williams wife and J. K. P. Barron as assignee of Shepherd wife, by said decree of April 7th 1881, had each been settled and paid to them respectively except the sum of \$5.00 each by the deft. Chas. Hamblen, as such adm.; On consideration of all which it is adjudged ordered and decreed that the Pffs recover of the defendant Chas. Hamblen adm. of said the costs of this suit, And execution is awarded against said Hamblen as such adm. in favor of said Barron as such assignee for \$5.00 the balance due him with interest from this day. And a like execution is awarded said Williams wife with interest from the same time. And execution is awarded David C. & Samuel H. Gallie against said Hamblen for \$100.00 with legal interest from Feb. 10th 1877, till paid, And execution is also awarded Henry C. Dale, W. P. Thacker wife, George H. Dale, W. B. Dale and Isaac H. Dale against said Hamblen for the like sum of \$100.00 with Int. from Feb 10 1877, till paid, Subject to the following credits \$48.00 paid Feb. 23rd 1878 and \$16.08 paid Augt 23rd 1880. And no further action being necessary this cause is stricken from the docket

J. K. P. Barren tal

is } Decree Striking from
recept.
C. L. Hamblin tal

Entered Pages

245 + 6

J. A. Hyatt
Clerk

Enter
In 2nd 1/2
Apr. 1/82

with leave to the Court to have the cause as indicated should it
become necessary to enforce any legal right involved in the cause

J. K. P. Barron & others

Defts.

} In Equity

vs.
Charles L. Hamblen admr. &c.

Defts.

This cause came on this day to be heard upon the bill of the Defts and exhibits therewith, and the answer of the deft Charles L. Hamblen admr. of H. Ballin decd, and was argued by counsel And the Defts and deft Hamblen agreeing and consenting thereto It is adjudged ordered and decreed that the Deft J. K. P. Barron as assignee of John B. Shephard wife recover of said Hamblen admr. of H. Ballin the sum of \$100.00 with legal interest thereon from the 10th day of Feb. 1877. that the Defts David C. & Samuel H. Ballin recover of said Hamblen as such admr. the like sum of \$100.00 with interest as aforesaid, that the Defts A. B. Williams and wife recover of said Hamblen as aforesaid the like sum of \$100.00 with interest as aforesaid, Subject to a credit of \$50.00 paid Augt. the 10-1880. And that the Defts. Henry P. Dale, W. B. Shasomaker wife George H. Dale, W. B. Dale and Isaac H. Dale recover of said Hamblen as aforesaid the like sum of \$100.00 with interest as aforesaid Subject to the following credits \$48.00 paid Feb. 23rd 1878. and \$16.08 paid August the 23rd 1880. And the parties not agreeing

as to when the said Hamblen shall be decreed to pay the
 several Sums before mentioned, and there being no proof in
 the cause to enable the court now to determine that question
 the same is therefore continued together with all other questions
 involved, not disposed of by the foregoing consent decree and
 the cause is continued

J. M. P. Bacon et al

vs. { Deceit

C. L. Hamblen

Entered Page 198

Jno. C. Co., D.C.

Entered this.

J. O. A. K.

Apr. 7/81

(Was not this case decided)
 at last term?

My recollection is that I
 thought Mr. Hamblen sought not to
 against the verdict to release
 the money out of the execution
 due himself to these creditors.

out of their personal effects, and if it
was not the General understanding at the
time the deed of trust was taken that a bill
would have to be filed to make the amount
of said execution, and if it was not also the
the understanding that the deed of trust would
be the quickest and surest method of
making the money, answer I was acquainted
with this preliminary condition. I could not
have made the whole amount of the execution
out of them. I think I could have made about
one thousand dollars out of all three
of them, after their exemptions were set aside
to them, and it was understood that a bill
would have to be filed for the residue, and
it was talked of that the deed of trust
would be perhaps as quick a way to get the
money as to file a bill.

And further this witness saith not
J. C. Scott.

J. K. P. Barron ^{Plffs} vs. C. L. Hamblin ^{Def} in chy.

The deposition of James C. Scott, and
James H. Jones, taken pursuant to notice
herein returned, at the house of John
Riddle, in Lee County Va. on the 20 day
of August 1881 which depositions are
intended to be read as evidence on the part of
the plffs in the above styled suit.

The said James C. Scott being duly sworn says
that he was present when the deed of trust was
executed by James H. Jones & wife to C. L. Hamblin
trustee - and there was the amount of three
hundred dollars reserved by said Hamblin
which was not embraced in said deed of trust
exclusive of ^{any} ~~cost~~ which said Jones had paid
or was to pay. That he was the collecting officer
that had the collection of the execution, and
that said ^{Jones} had settled with me ^{my} Commission.
And that he collected from said Jones at the
time of the execution of the said deed of trust
one hundred and fifty dollars, fifty dollars
of which he paid me in cash and one hundred
dollars he gave me an order to D. S. Linton which
I got from said Linton, and I executed the
execution against said Jones with the said
one hundred and fifty. and shortly after

I had collected said one hundred and fifty dollars, said Hamblen gave said Jones an order to me for one hundred and fifty dollars, which I paid to said Jones, and said Hamblen directed me to scratch the credit off the execution which I did. And at the March Circuit Court of 1877 said Jones paid me one hundred dollars which I paid to said Hamblen at the same time and place, and some time afterwards said Jones paid me in several payments the aggregate of forty eight dollars which I paid to Elkanah Flanary for said Hamblen by his directions which was paid by said Jones on the execution which the other payments were paid on, and about August 1878 said Jones paid me ^{on said execution} forty dollars in live stock which I paid to said Hamblen, and some time in 1878 or 1879 Campbell Slemmons paid to said Hamblen one hundred or one hundred and ten I do not recollect which, which was to be credited on said execution. I then returned said execution to the Clerk ^{office} by the directions of said Hamblen. Said Hamblen stated to me the day after the deed of trust was executed that he intended to pay himself his Commission whatever he was allowed out of the three hundred dollars which he had reserved and the balance he would pay

to the him who had not joined in the deed he said he would not have enough money in his hands to pay off said him if they come on him, after his Commission was paid and he asked me if I would help him get up the money if they come on him for it, and in the event that we had the money to pay to said him, he asked me if I would be willing to take this assignment of the deed of trust for said money, and I told him that I would take said assignments. But according to my knowledge Hamblen never paid said him any thing except the forty eight dollars which was paid to Elkanah Flanary which was paid for Lucinda Dale one of said him. In relation to the forty eight dollars paid to Elkanah Flanary: Flanary had threatened to sue Hamblen for it, and Hamblen asked me to give ^{for a short time} Flanary my due bill for that amount, which I did and afterwards I gifted said due bill

Cross examined by the Dept.

Were you acquainted with the pecuniary condition of James F. Jones, John W. Scott and John A. Hyatt and if so please state the amount of personal property each one of them held at the time the deed of trust was taken and whether you as a collecting officer could have made the amount of the execution

The said James F. Jones being also duly sworn
says there was reserved three hundred
dollars which ~~which~~ was not paid in the
deed of trust executed to C. L. Hamblen ^{as trustee} by myself
and wife and I paid as follows on the said
amount reserved: At or about the time the
deed of trust was executed I paid to James C. Scott
fifty dollars in cash and an order to D. S. Sutton
for one hundred dollars, and a short time
after I made that payment I received from
said Scott one hundred and fifty dollars
by order from said Hamblen, and on March
1877 I paid said ^{Scott} one hundred dollars and
about August 1, 1878 I paid forty dollars
in cattle, and about April 1878 I paid
forty eight dollars to Scott & Hyatt & Gifford
and about the 15. Oct. 1878, ^{or some time before that time} Campbell
Slater ^{paid} for me one hundred dollars
to said Hamblen. And I paid said
Hamblen one hundred bushels of wheat
at one dollar per bushel previous to the time
the deed of trust was executed.

Cross examined by The Dept.

Did you or not have personal property ^{sufficient} to
have paid off the execution against you Scott
and Hyatt, and if you know the amount of
personal property held by said ^{Scott} and Hyatt at
that time answer I did not have

a sufficient amount of personal property at
that time to pay said execution. I could not
now say what amount of said execution could
have been collected off of me. I know nothing
about the amount of personal property held by
said Scott and Hyatt

And further this witness saith not
James F. Jones

Lee County to wit: I John Riddle
a Justice of the Peace for the County and
State aforesaid do certify that the depositions
of James C. Scott and James F. Jones were
duly taken, sworn to, and subscribed before
me at the time and place mentioned in
the caption given under my hand
this August 20, 1881 John Riddle J P

Justice fees against pffs \$2.25

J. K. P. Garrison and
others Defts.
v.s.

C. L. Hambleton et al.
Depositions of
James C. Scott and
James H. Jones

Received & Filed
Aug 27th 1881,
J. A. L. Hyatt
clerk

J. P. fee \$2.50—

(1st)
Clerk's Office Circuit Court of Lee County Va.
J R P Barron et als Plffs.
vs

C. L. Hamblin Admr. et als Defts.

In Chy

The deposition of Carr. Bailey
and others taken pursuant to
notice at the Clerk's Office of the Circuit
Court of Lee County, on the 18th day of
August 1881, to be read as evidence
on the part of the Plaintiff in the
above styled suit. The said
Carr Bailey being duly sworn
deposes and says.

Question by Plffs

Were you well acquainted with James F. Jones
John W. Scott and John A. Hyatt and their pecuniary
condition in Dec. 1874. And if so, do you think that
a ~~total~~ ^{judgment} of five or five hundred dollars could have
been made out of them by execution, by the use
of due diligence since that time, Answer
I was well acquainted with the men
referred to in this question. I think
that said Scott and Hyatt had but
very little personal property at that
time, 1874.

(2nd)
and I am inclined to believe that
the sum named nor any other sum
of any considerable amount could have
been made out of the said Scott and
Hyatt at that time, nor in fact at any
time since. They holding but very
little personal property. I suppose but
little more than is exempt to them by law.
As to said Jones' Condition. He held
a considerable amount of personal
property in ^{his} possession, but I understood
his property was very much incumbered
with ~~with~~ a great number of executions
and my understanding at the time
referred to and ever since that it was
a hard and difficult thing to make
any money out of him by execution
Cross examined.

Question by Defendant. At the time of the
execution of the deed of Trust of James
H Jones to C L Hambley for the \$2098.⁰⁰
part of the judgement and execution
above referred to was it not the under

(3rd)

standing generally, that the money mentioned in said execution could not be made out of the personal estate of said Jones Scott and Hyatt, and was it not ~~the~~ well understood fact that a bill in chancery would have to be filed and was not the deed of Trust taken by Mr Hambleen as a more expeditious method of collecting said debt than a chancery suit would be?

Answer It certainly was the understanding at the time the deed of Trust was taken that the said amount could not be made out of the personal estate of the said Jones, Scott and Hyatt and it was an understood fact that a bill in chancery would have to be filed to make said amount of money. And the Judgment Creditors were advised by myself and others that the deed of Trust would be a more expeditious method of collecting said debt than a bill in chancery.

2nd Question by same. Is it not a fact that a large part of those who were interested in this judgment were present consenting to aiding and advising in the taking of said deed of Trust?

Answer. William N. G. Barron Sr, John Gilly and James H. Collins parties largely interested in said Judgment were present and agreed to accept said deed of Trust, but the other parties interested were not present and therefore did not accept.

3 Question by same. Was not James K. P. Barron, who is now the owner of the part of Shepherd & wife, and one of the Plaintiffs in this suit present, and was he not fully cognizant of the deed of Trust and its terms and did he not aid and advise the taking of said Trust deed?

Answer James K. P. Barron was present at the time of the taking of the deed of Trust and seemed to be fully cognizant of the deed of Trust and its terms, and my recollection is that he seemed to think that an acceptance of the deed of Trust would be best for the Judgment Creditors and further this witness saith not.

Carroll Bailey

I admit the fact that I was Sheriff
and had in my hands two Executions
against James H. Jones in favor of my
self as Admr. of A. J. Collier dec'd, one
of which was upon a forfeited forth
coming bond, & the other on a judgment
for \$568.76 with interest & costs, both of
which were ^{on property of debt} levied by me, sold on
nine months time, the property
bought by Jas H. Jones, who gave
as his security John W. Scott and
John A. G. Hyatt, which securities I
as Sheriff accepted. C. L. Hamblen

I certify that the foregoing deposition
of Carr Bailey was taken before
me at the time and place and for the
purposes stated in the caption, sworn to
and subscribed by him, this the 18
day of August 1881, J. A. G. Hyatt
Comr.

J. K. B. Barron
vs $\frac{3}{4}$ Deposition
C. L. Hambley

Filed Aug. 18th 1881,
J. A. Hyatt
clerk

Carrs Hyatt's fee \$3. 00
Chd 31

List of liens unpaid against James
S. Jones as of April 1st 1889.

1	To balance due E. Wells on Prichard Judgt, June 16 1879.	871. 50		
	" accumulated Interest to Sept 1 st 1885	384. 19		
	" Int on \$871.50 from Sept, 1 st 1885 to June 5 th 1888	144. 23	23	1499. 92
	By Wells' note to Hagans due Indorse	86. 16		
	" Wells note to R. D. & Co. " Indorse	125. 00		
	" amt paid C. F. Filmarcy assn, June 5 th 1888	500. 00		711. 16
	Bal due on this claim June 5 th 1888.			\$788. 76
	Interest on this bal. to April 1 st 1889.			39. 10
	<u>Amount due on this claim April 1st 1889.</u>			<u>\$827. 86</u>
2	For bal. Judgt Rose & Rose vs Jones costs			9. 67
3	For Judgt Orr for Rose vs Jones	\$396. 43		
	" accumulated Int, to Sept, 1 st 1885	273. 42		
	" Add for costs of suit at law	8. 67		
	" Int on \$396.43 prin sum to May 31 st 1888	65. 41		
		\$743. 93		
	By this amt paid H. J. M. Atty for Rose	570. 00		
		\$173. 93		
	<u>Int on bal to April 1st 1889.</u>	8. 67		<u>\$182. 62</u>
4	For debt secured by deed of trust in favor of Barron & others	\$2098. 14		
	Int. from Dec 6 1879, for same, to April 1 st 1889	1173. 20		
		\$3271. 34		
	By amt paid L. L. Haublen by Decree June 22 nd 1887	150. 00		\$3121. 34
	<u>Aggregate liens forwarded.</u>			<u>\$4141. 49</u>

1889				
April 1 st	To amount liens brought over			\$4141. 49.
	For bal. of Judgt. F. Richmond for			
5	W. N. McNeil et al curators to June 16 th 1879	81.	91	
April 1 st 1877	Int, on Same to April 1 st 1889.	32	78	114 69
6	For Judgt. - Fugate Adam. Fin Shoemaker			
	Adam. Kane. vs Riddle Jones	\$226.	43	
April 1 st 1878	" accumulated Int, to April 1 st 1889.	396.	74	
	" Add cost of suit at law	7.	60	630. 77
6	For Louis Shaw, Judgt Conuth, for Edmonson			
April 1 st 1878	vs Sage et al as of June 16 th 1879,	80	00	
	Int to April 1 st 1889	47.	00	127. 00
6	For Louis part, Judgt Conuth for Dickerson			
April 1 st 1878	vs Sage et al as of June 16 th 1879	220	27	
	Int on Same to April 1 st 1889,	129.	25	349. 52
6	For Judgt vs Jones & Reason in favor			
April 1 st 1878	of Shoemaker Adam. Kanes			
	paid by Reason, Feby 26 th 1884	532.	18	
	" Int thereon to April 1 st 1889,	162	84	695. 02
	Total liens listed			\$6058. 49
	(Many others to list)			

Tabular Statement of Lines

(B8)

C L Hamden Sheriff Sur of A. L. Collier Decd
To the heirs and distributees of said Estate Dr.

To this sum amt of judgement due from

J F Jones with int from Decr 3rd 1874 2221.89

1 By this sum paid J B Gibson Jan 1874 9.80

2 " " " " J F Ely Townships Tre. 14.54

3 " " " " J W Orr. Feb 16 1874 50

4 " " " " Sheriff Com. etc. 82.76

" 10 per cent commission on 94.00 9.40 103.40

To This sum unaccounted for Decr 3 1874 2118.49

1875
Decr 3 Interest on same to Decr 3 1875 127.11

5 By this sum paid Jan 1875 19.43

" 10 per cent commission on 19.43 1.94 21.37

To This sum unaccounted for Decr 3 2097.12

Interest on same to Feb 10th 1877 149.24

6 By this sum paid Carr Bailey Feb 9 77. 5.00

7 " " " " J. W. Orr 4.12

11. 8 " " " " Hoggan & Pruden on 15.50

12 9 " " " " J W Orr 1.74

13 10 " " " " Same 1.25

14 11 " " " " Same 14.59

16 12 " " " " Carr Bailey 4.50

13 " " " " Other costs of suit 11.80

" 10 per cent com on \$5800 5.80 63.70

Balance unaccounted for Feb 10th 77 2033.31

1877 Feby To This Sum / principal unaccounted for. 2033 31.

" " " Interest accumulated 276.35

Total Sum in Samrs Hands Feby 10th 1877. \$2309.66

Pay 10 percent commission on same. 230 96.230 96

This sum in hands of Sam for dis- \$2078.76

To This sum Ira has cash debt 171 36

2250 12

Feby 10. 1877. Widows Share of above. is one third. 750.04

James H Collins 1/5 of \$1500.08 is. 100 00 2/5

Mariada Shup. 1/5 of same is. 100 00 2/5

Amasa Collins " " 100 00 2/5

Ardenia Collins " " 100 00 2/5

Francis Collins " " 100 00 2/5 1250.06 2/5

W M G Burrows owes 6 shares \$600.03 2/5 600 03 2/5

A. C. Williams & wife 1 Share 100 00 2/5

Lucinda Dale Hines 1 Share 100 00 2/5

J. M. Collins's " 1 Share 100 00 2/5

J H P Barrow. Shepherd & wife's Share 100 00 2/5 1400.07 2/5

\$2250 12

Febry 10/77. To This sum share of widow &c represented by Kelly, or \$1250.06³/₈

" " " By This sum secured you in Trust due. 1072.34

" " " " " Ira Grubb debt, your Acpt. 171.36 \$1243.70

Balance due Gilley & Collier as above. \$6.36³/₈
Due on same to Febry 10th 1881. 198³/₈
3.79

Febry 10.77 To This sum due W. M. Barron as signed. \$600.03³/₈

" " " " " Secured to you in Trust due Febry 10.77. 559.49

Balance due Barron as above. \$40.59³/₈
Due to Febry 10th 1881. 273³/₈
50.32

Febry 10th 77 To This sum due A. C. Williams & wife 100.00³/₈

Interest on Same to Aug 10th 1880. 21.00
121.00³/₈

By This sum paid you in store 50.00

Interest on same to Febry 10th 1881. 71.00³/₈
42³/₈

But due A. C. Williams Febry 10/81 \$75.27

To This sum due ^{Lucinda Dales} ~~Maria Dales~~ 100.00³/₈

Due on same to Febry 23rd 1878. 6.04
\$106.03

By This sum paid E. Flannery for you. 48.00
58.03

Interest on same to 23rd Aug 1880. 8.70
\$66.73

By This sum paid Barron & Co. 16.08

Interest on same to Febry 10th 81. 50.67
3.00

\$53.67

1877

Febry 10 th	To This sum due J M Collins Huro	100 00 ³ / ₁₆
	Interest on same to Febry 10 th 1881	24 00
	Bal due Febry 10 th 1881	\$124 00

Febry 10 th 77	J H P Barrow assignee of Shepard &c.	100 00
	Int. on same to Febry 10 th 1881.	24 00
	Sum due Shepard assignee.	124 00
	Sum due Collins & Gilley	8 27
	Sum due W N G. Barrow	50 32
	Sum " A C Williams & wife	75 27
	Sum " Lucinda Dales heirs	53 67
	Sum " J M Collins "	124 00
" "	J [unclear] [unclear]	\$435 55

Calculation

Virginia

At a circuit court continued and held for Lee County, at the court house thereof, on Tuesday the 4th day of April 1876.

C. L. Hamblew Admr. A. J. Collier decd. Plff } A motion on a
vs } bond for

Gas. F. Jones & A. G. Hyatt & J. W. Scott Defts } property sold
on twelve
months credit.

This day came again the parties by their attorneys, and by agreement of the parties, it is considered by the Court that the plaintiff recover against the defendants \$2258.27 with legal interest thereon from the 3rd day of December 1874 untill paid, and the costs, and that no execution issue on this judgment before the next August term of this Court.

A Copy Leste -

J. A. G. Hyatt clk.

O.B. (119)

C. L. Hamblett, Adm'r

US Copy of
Judgment

James F. Jones et al

Filed March 1st 1882

J. A. Hyatt
clerk

Jud. April 15 1876 for \$2258.

Fee for copy .20¢

ch. 8. 11.

Virginia At a County &c 15th day of May 1872.

Wm. W. Sage Adm^r of A. Callier dec^d

Plff^s

vs

James F. Jones

Def^t

This day came again the parties, by their attorneys, and it appearing to the Court, that the defendant, makes no defense against the debts sued on by the plaintiff, except as to \$568.96 the amount in his plea of offsets.

It is therefore considered by the Court that the plaintiff recover against the defendant \$701.04 the debts in the declarations mentioned, except the said sum of \$568.96 the amount of offsets pleaded by the defendant, with legal interest on \$335.00 part thereof from the 29th day of Feby 1856 and on \$100. an other part thereof from the 4th day of August 1860 & on \$135 an other part thereof the 17th day of January 1861, and on \$131.04 the residue thereof, and part of the seven hundred dollar note sued on from the 5th day of April 1862 till paid and the costs. And as to the said sum of \$568.96 the amount of offsets pleaded by the defendant, the cause is considered till the next term at his costs.

A Copy Teste-

J. A. L. Hyatt
clerk

24th August 1874

(Seff)

C. L. Hamblen Admr deboris now of A. J. Collins & Co.
vs
Gas. F. Jones John Riddee & J. M. Woods reffs

A motion on
forth coming bond
forfeited

This day came agains the plaintiff by his attorney,
and it appearing to the court that the defendants
have had legal notice of this motion, and being called
came not, it is therefore considered by the court that the
plaintiff recover against the defendants \$2628.58 the
penalty of said bond, but which is to be discharged
by the payment of \$1314.29 with legal interest thereon
from the 29th day of July 1872 untill paid and
the costs. A copy Leste. J. A. G. Hyatt clk,

Wm W. Sago Admr &c
vs
Copy of Judgt.

James Jones

C. L. Hamblen Admr &c
vs
Copy of Judgt

James Jones et al

May 15 1872 Judgt \$701.00

Judt on bond taken on above
the 24 of Aug 1874 for \$1314.29

See for copies 40

Virginia

At a circuit Court continued and held for Lee
County at the Court house thereof on Friday
the 27 day of November 1874

James F. Jones

vs

C. L. Hamblew Admr, A. J. Collins & Co

Plff } on a motion
to refrain
and correct
a Judgment,
Def

at law, rendered at the last term of this
Court in favor of the plaintiff against the
defendant for \$1270.⁰⁰ with interest therein speci-
fied, and subject to certain credits set out in said
Judgment - This day came the parties by
their attorneys, and by consent of parties, it is
considered by the Court that said judgment
be amended so that it may be discharged by
the payment of \$568.96 with legal interest thereon
from the 5th day of April 1862, until paid and
the costs, Subject to a credit of \$36.38 as of the
15th day of April 1865, and \$271.⁰⁰ February 14th 1870,
And it is further considered by the Court that the
plaintiff recover against the defendant the
costs of this motion.

A Copy Teste

J. A. G. Hyatt Clk

James F. Jones

VB Copy of corrected
Judgment

C. L. Hamblein Adm'r

Nov. 27. 1874 Jud for \$568.00

9 mos. bond taken Dec. 5 1874.

no Jud thereon till March 27
April 11 1876. see copy of Jud.

Full for copy 20

THE COMMONWEALTH OF VIRGINIA.

To The Sheriff of Lee County, Greeting:

We Command You that of the Goods and Chattles of James F. Jones, J. H. Hyatt
and John W. Scott

Late in your Baliwick, you cause to be made \$ 225.82 with legal interest thereon from the 3rd day of
Decr 1874, till payment, which C. L. Hambley Admr of
A. J. Ballier Deced

Lately in our circuit Court of Lee County has recovered against them by suit for Debt
also \$ 9.28 which to the said Hambley Admr as aforesaid
in our Court were adjudged for his costs in that behalf expended, whereof the said
James, Hyatt & Scott are
Convicted, as appears to us of record. And that you have the same before the Judge of our said Court at
the Courthouse on the first Monday in April to render to the said Hambley
Admr & c of the Debt and costs as aforesaid.

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Courthouse, this 29th
day of January 1878, in the 10 2 year of the Commonwealth.

James W. Orr CLERK.

C. 5.28
A 2.50
S 1.50
9.28

A Copy sent
J. H. Hyatt
Clerk

C. L. Hambleton Adm to

vs J. H. Ha

Jas. H. Jones, et al

no security to be taken

April, Rules 1878

Executed by laying on
Twenty head of sheep

March 29, 1878, two

Milk cows, one bull

two yearlings, one

three year old heifer

belonging to J. H. Jones

A copy to

J. H. Ha

clerk

See for copy 40

1875	March	Dr. Day	\$ 100.00
1877	Feb	9 th	2098.00
1877	March	30 th	100.00
1878	April	5 th	24.00
"	"	20	20.00
"	"	"	
"	"	"	
"	"	"	
"	"	"	

THE COMMONWEALTH OF VIRGINIA.

To The Sheriff of Lee County, Greeting:

We Command You that of the Goods and Chattles of James F. Jones, John W. Scott & John A. G. Hyatt

Late in your Baliwick, you cause to be made \$ 2258.27 with legal interest thereon from the 3rd day of Decr 1874. till payment, which C. L. Hamblew Admr of
Marion J. Collier deceased

Lately in our Circuit Court of Lee County has recovered against them by suit for Debt
also \$ 12.18 which to the said C. L. Hamblew Admr &c

in our Court were adjudged for his costs in that behalf expended, whereof the said
J. F. Jones, J. W. Scott, & J. A. G. Hyatt are
Convicted, as appears to us of record. And that you have the same before the Judge of our said circuit Court at

the Courthouse on the first Monday in August to render to the said Hamblew Admr &c
of the Debt and costs as aforesaid.

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Courthouse, this 7th
day of July 1881, in the 10 6 year of the Commonwealth

Late to 7.60 J. A. G. Hyatt CLERK.

A 2.50
S 1.50
C .58
\$12.18

J. A. G. Hyatt
clerk

Free for Copy 40

Month	Year	Amount
March	1875	\$100.00
Feb'y	9 th 1877.	2098.00
"	March 30 - 1877 -	100.00
"	Apr 5 th 1878 -	24.00
"	" 20 -	20.00
"	" "	4.00
"	" "	100.00
"	Octo. 1 st -	40.00
"	Dec'y 1 st -	

THE COMMONWEALTH OF VIRGINIA.

To The Sheriff of Lee County, Greeting:

We Command You that of the Goods and Chattles of

James F Jones, John A Hyatt & John W Scott

Late in your Baliwick. you cause to be made \$2288.27 with legal interest thereon from the 3rd day of

Decr 1874, till payment, which *W. L. Hambleton Admr of A. J. Hollies seeds*

Lately in our Circuit Court of Lee County has recovered against them by suit for *Debt*

also \$ *9.86* which to the said *Hambleton Admr & c*

in our Court were adjudged for *his* costs in that behalf expended, whereof the said

James, Hyatt & Scott are

Convicted, as appears to us of record. And that you have the same before the Judge of our said Court at

the Courthouse on the first Monday in *Sept*, to render to the said *Hambleton Admr, & c*

of the *Debt* and costs as aforesaid.

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Courthouse, this 3rd

day of *July* 1878, in the 10² year of the Commonwealth

James W. Orr CLERK.

C 580
A 2.50
S 1.50
\$9.86

A copy Teste

W. L. Hambleton
clerk

1875	March	—	—	—	\$100.00
1877	Febry	9 th	—	—	2098.00
1877	March	30 th	—	—	100.00
1878	Apr	5 th	—	—	24.00
1878	"	20	—	—	20.00
"	"	"	—	—	4.00
"	"	15 th	—	—	100.00
"	"	1 st	—	—	40.00
"	Aug	"	—	—	
"	Oct	"	—	—	

C. L. Humble's Admin^r
vs J. F. Jones et als
no security to be taken

Sept. Rules 1878

Livied on twenty
head of sheep 15 head
of hogs, five head of
cattle, belonging to
J. F. Jones, also levied
on a number of wheat
stacks July 25th 1878, suff-
icient to satisfy the debt
after deeds of trust is
settled J. L. Scott & S.

Returned to office or found
therein by C. L. Duncan
July 14th 1881,

A copy Jas. W. Orr
J. L. Scott & S. L. Stratt
Fee for copy 40

Received Aug 10-1880 of C. L. Hamblin admr. de bonis
non of A. J. Ballin decd. the Sum of fifty dollars
Toward my wifes distributive share of said Ballins
personal estate.

A. C. Williams

A. C. Williams

Receipt

To C. L. Hamblin

The following are the heirs of A. J. Callier decd.
 Malinda¹, George I.², Mary J.³, Lucinda⁴, John B.⁵,
 Francis M.⁶, Wm J.⁷, Thomas B.⁸, Isaac N.⁹ & Hannah¹⁰, Elizabeth¹¹,
 James H.¹², America¹³, Frances¹⁴ & Ardila Callier¹⁵ the two
 last under 21 years, and America is an idiot. The
 said Callier left a widow - Susan Callier who is still living

The said Malinda married Geo. W. Shupe the latter is dead
 and Malinda lives in Kentucky.

Sold to B

George I. Callier lives in Wise Co. Va
 Mary J. married, Albert C. Williams - See Gov.
 Lucinda married John H. Dale both of them are dead.
 they left the following children, to wit, Henry C. Dale, J. O.
 Dale - who intermarried with W. C. Sheavemaker, George H.
 Dale, Wm B. Dale & Isaac N. Dale the two last under 21
 years of age. (All of whom live in Kentucky.)

Sold to B

John B. Callier lives in Surinam or Paramaribo Ky
 Francis M. Callier is dead he left a widow Sattitia Callier
 who has married H. Neal Slings, & two children to wit David C.
 & Samuel A. Callier (they live in See)

Sold to B

Wm J. Callier lives in Texas

Sold to B

Thomas B. Callier lives in Ky

Sold to Bacon

Isaac N. Callier " " Ky

Sold to J. A. H. & he to B

Hannah Callier married Erwin K. Hayatt. they live in wis. Co.

Sold to Bacon

Elizabeth " " John B. Shepherd (Scott Co Va)

James H. Callier lives in See.

America is an idiot & at home

Frances & Ardella both under 21 years & are at home

John B. Shepherd + Elizabeth his wife have sold their
interest in said estate to Jas H P. Barron

Malinda Skepe sold her interest in said estate to
John Gilly (son of Elkensah)

George L. Callier, John B. Callier, Wm J. Callier, Thomas
B. Callier, + Isaac N. Callier, sold their interest in the personal
estate to W. H. G. Barron Jr + he to W. H. G. Barron Sr.

A. C. Williams + wife, David C. + Samuel A. Callier
+ J. H. P. Barron assignee of John B. Shepherd, wife
against
The widow + other heirs of A. J. Callier decd.

A. C. Williams + wife

Memorandum

W. H. G. Barron + wife

I do solemnly swear that Malinda Skepe, Henry P. Dale
Wm B. Shumaker and J. T. Shumaker his wife George H. Dale
Wm B. Dale and Isaac N. Dale are not residents
of the State of Virginia as I am informed and believe
So help me God.

A. C. Williams

Me Charles L. Hamblen admr. of A. J. Gallin decd.

Sir. Whereas on the 14th day of April 1876 you as such admr. obtained a judgment in the Circuit Court of Lee County against James F. Jones as principal and John A. G. Hyatt, and John B. Scott his sureties for the sum of \$2258.27 with legal interest thereon from the 3rd day of Decr. 1874 till paid, and the costs, and which said judgment was rendered in what is commonly known as a nine months bond. And whereas since the rendition of said judgment sundry executions have been issued thereon, and placed in the hands of the Sheriff of said county, or his deputy to be by them collected, And whereas sundry of the executions thus issued were by the officers to whom directed levied by them on the property of said James F. Jones (the principal in said judgment) to an extent more than sufficient to pay and satisfy said judgment principal interest & cost. Had the same been sold in due time. And whereas you the said Hamblen from time to time neglected and refused and refused to sell said property, solevied on, or to direct the same to be sold as was your duty to do, but on the contrary you directed said executions to be held up and not enforced from time to time until the property so levied on was squandered and scattered and applied to the payment of other and junior executions against said James F. Jones. who is now insolvent so far as personal property is concerned, And whereas on the day of 187 the said James F. Jones paid to Jas. B. Scott deputy for Thomas S. Ely Sheriff of Lee County who then had in his hands an execution in full for said judgment \$150.00 which was a payment to that extent on said judgment & execution and which was at the time credited thereon.

And whereas you the said Charles L. Hamblen after said Sum had been so paid and credited did direct said Jas. B. Scott as such deputy out of said Sum so collected, to loan to Jas. F. Jones the sum of \$50.00, and the same was accordingly loaned, and the credit on said judgment and execution thereby reduced to the sum of \$100.00 when by the law of the land it should be \$150.00 and the said credit was ~~thereupon~~ so modified as to conform to the state of facts here presented, by which said several acts, you the said Charles L. Hamblen have forfeited all your right to call on said securities or either of them for any part or parcel of said judgment, but on the contrary they are by said several acts of yours totally released from all further liability on account of said judgment.

And whereas you the said Chas. L. Hamblen have caused to be issued from the clerk's office of said Circuit Court another execution on said judgment dated the 7th day of July 1881 against James F. Jones John A. G. Hyatt and John W. Scott for said Sum of \$2258.27 with interest and costs as aforesaid, Subject to the following credits

\$100 - paid March 1875, \$2098.00 and \$58.60 paid Feb. 9 1877.

\$100 - paid March 30 1877. \$24.00 paid Feb. 5 1878, \$24.00 paid Feb. 20 1878, \$40.00 paid Aug. 1 1878 & \$100 - paid Oct. the 15th 1878.

on which you claim there is a balance still due, And which execution so issued, has been placed in the hands of France Miles deputy for Thomas S. Ealy sheriff of Lee County who has levied the same on the property of said John W. Scott one of said securities, and who is proceeding to sell said property to pay said supposed balance

Therefore take notice that on the first day of the August Term
of the circuit court for Lee County in the year 1881, at the Court house
thereof I the said John W. Scott one of the parties of said James F. Jones
in said judgment will move said Court to quash said last men-
tioned execution and the levy thereon so far as I am concerned, for
the causes herein before set out, and because the same is fully
paid and for other reasons to be assigned at bar, and also for the
costs of this Motion

July the 8th 1881.

John W. Scott

By August Morgan

For L. L. Hamble

August 23rd 1881

Mr. C. S. Duncan

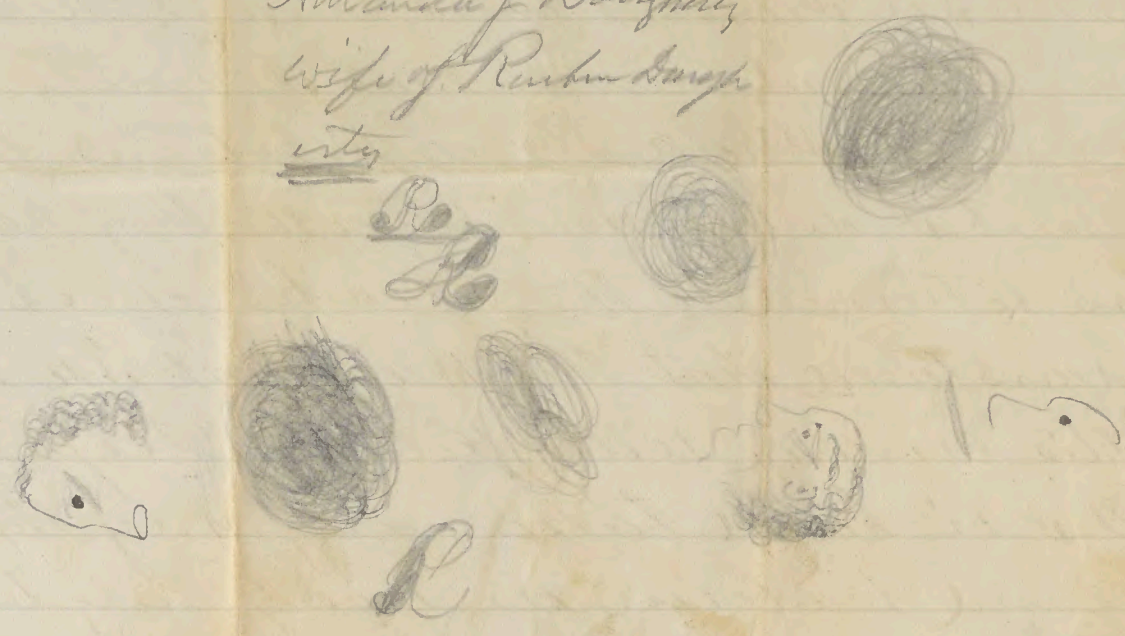
Dear Sir I am not well enough to attend
Court I havent been so that I run around
for a month I had the depositions taken
my my suit I do not now wheather they have
been returned to the Clerks office or not
I understand that they say that Skelt
Willis or a woman will kill my depositions
that I had taken they say that
Ester and Calium are two young to know
any thing about the transaction if Skelt
is allowed to be a witness in the that
suit I am too and the suit ~~half~~ to
put of this Black woman Ester was
born April 1837 and Cal still older
Skelt was born Sept 11th 1839 Skelt will
swear any thing that Tom Ely tells him
to if the party interested can give
evidence I want the trial put of attend
The Very Best you can I want to be there
but I am not able to make the trip
Yours fraternally

W. C. Willis

Mr. Sargun had been gone with stock
 some time. Sargun said for my wife to
 get breakfast for him. I went with him.

W. H. Ham then came in and asked Sargun
 to sell him a horse. Sargun asked him how
 for the horse than he was willing to give.
 Sargun then he had the money and they settled.

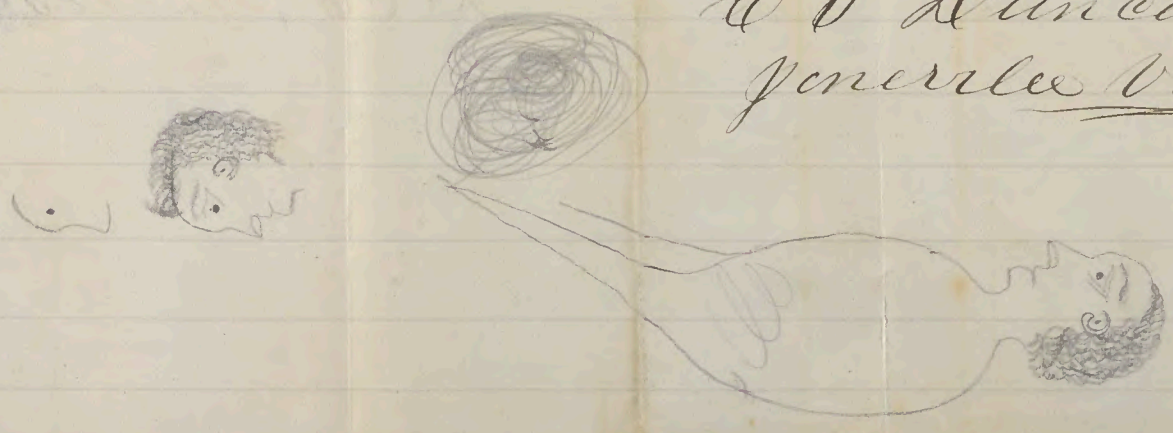
Amanda J. Daugherty
 wife of Rubin Daugh
erty



I went to South Carolina
 to see some people with a black
 horse - which W. H. Hamster
 wanted.



C. J. Duncan
General Va



Mr C. L. Hamblin admr. of A. J. Bally ex decd.

You will please take notice that at the clerk's
office of the circuit court of Lee County Virginia on the
18th day of August 1881. we will proceed to take
the depositions of Barr Bailey and John A. B. Hyatt
and at the House of John Riddle in said county on
the 20th day of August 1881. we will proceed to
take the depositions of John W. Scott, Jas B. Scott and
James F. Jones & others which are intended to be
read as evidence in our behalf in a chancery suit
now pending in the circuit court of Lee Co. Va. in which
we are plaintiffs and you and others are defts.

Aug 16th 1881

J. K. P. Barron & others by

Ayers & Morgan

J. K. P. Barron & others

vs. } Notice 18 & 20 Aug /81

C. L. Hamblen Adm. &c.

Executed by delivering to
C. L. Hamblen a copy of
the within Aug 16 1881.

Francis Miles D.D.
for J. S. Eley D.D. &c

The Commonwealth of Virginia.

To The Sheriff of Lee County, Greeting:

We command you to summon

*C. L. Hamilton, Admr. of A. J. Collier & Co. for
W. A. Barron & John Dillie and James B. Collier
America Collier, Francis Collier and Ardelia Collier, John Dillie
and James B. Collier in their own right, and America Collier
Francis Collier and Ardelia Collier*

To appear at the Clerk's Office of the Circuit Court of Lee county, at the Court House, on the first Monday in

next, being rule, to answer a bill in Chancery, exhibited in our said Court against

by

*A. C. Williams & Mary J. Williams his wife, David B. Collier
Samuel A. Collier, J. R. P. Barron, Henry P. Dale, J. V. Shae-
maker, W. P. Shoemaker, her husband, George H. Dale, Wm B
Dale, & Isaac A. Dale the two last being infants who sue by
A. C. Williams their next friend.*

And have then there this writ. Witness JAMES W. Orr, Clerk of our said Court, at the Courthouse, this

day of January 188 /, in the 10th year of the Commonwealth.

James W. Orr, Clerk.

A.M.

A. C. Williams et al.

Spa in Liby

L. H. Hanchlen et al.

Feby Rules - 1881

I accept Loyal Service
of the within. Jan'y 23rd

1881. L. H. Hanchlen
Feb 1st 1881

Executed by deliv-
ing each of the
stake parties a
copy of this
J. S.